

STATE OF MICHIGAN
COURT OF APPEALS

NORMA ETHRIDGE,

Plaintiff-Appellee,

UNPUBLISHED
February 1, 2007

v

KINJYA WASHINGTON,

Defendant,

No. 271227
Wayne Circuit Court
LC No. 05-514666-NI

and

BUDGET RENT A CAR SYSTEM, INC.,

Defendant-Appellant.

Before: Borrello, P.J., and Jansen and Cooper, JJ.

PER CURIAM.

Defendant Budget Rent A Car System, Inc. (defendant), appeals by leave granted the trial court order denying its motion for summary disposition. We reverse and remand for entry of judgment in favor of defendant. This appeal is being decided without oral argument. MCR 7.214(E).

Henry Washington leased a car from defendant for his son's benefit, but his son was not named as an additional driver on the lease application. Kinjya Washington,¹ Henry's daughter-in-law, borrowed the rental car from her husband, and was involved in an accident in which plaintiff was injured. Plaintiff sought to hold defendant liable under MCL 257.401(3). The trial court held that by virtue of her status as Henry's daughter-in-law, Kinjya was a member of Henry's immediate family. The trial court thus denied defendant's motion for summary disposition.

¹ Washington's name is spelled "Kinjya" throughout most of the lower court record in this case. However, at least one document lists her name as "Kingya." For purposes of this appeal, we refer to her as Kinjya.

The trial court's ruling on a motion for summary disposition is reviewed de novo. *Kefgen v Davidson*, 241 Mich App 611, 616; 617 NW2d 351 (2000). Statutory interpretation is a question of law which is also reviewed de novo on appeal. *Roberts v Mecosta Co Gen Hosp*, 466 Mich 57, 62; 642 NW2d 663 (2002).

A short-term commercial lessee "is liable for an injury caused by the negligent operation of the leased motor vehicle only if the injury occurred while the leased motor vehicle was being operated by an authorized driver under the lease agreement or by the lessee's spouse, father, mother, brother, sister, son, daughter, or other immediate family member." MCL 257.401(3). It is undisputed that Kinjya Washington was not an authorized driver under the lease agreement because she was not named as an additional driver. It is further undisputed that Kinjya was not Henry's spouse, parent, sibling, or child. Therefore, defendant Budget may be held liable only if Kinjya was another "immediate family member" of Henry. An immediate family member is a close relative who resides with the lessee and is dependent upon the lessee for support, which the lessee is under some obligation to provide. *Latham v Nat'l Car Rental Sys, Inc*, 239 Mich App 330, 336-339; 608 NW2d 66 (2000); see also *Rogers v Kuhnreich*, 247 Mich 204, 208-210; 225 NW 622 (1929).

The evidence showed that Kinjya Washington lived in her own home with her husband and their child. Her husband was employed and supported the family, although Henry occasionally lent them money when they were short of cash. Because Kinjya did not live with her father-in-law, and because there was not "a consistent pattern of reliance and support" between Kinjya and her father-in-law, Kinjya was not a part of Henry's immediate family within the meaning of MCL 257.401. *Latham, supra* at 338-339. The trial court erred in denying defendant Budget's motion for summary disposition.

In light of our resolution above, we need not consider the remaining argument raised by defendant on appeal.

Reversed and remanded for entry of judgment in favor of defendant. We do not retain jurisdiction.

/s/ Stephen L. Borrello
/s/ Kathleen Jansen
/s/ Jessica R. Cooper